

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CORE HEALTH & FITNESS, LLC, a
Nevada limited liability company,

Plaintiff,

v.

TRANSMEDIK SPECIALIZED INC., a
California Corporation; THE LOGISTICS
GUYS, INC., an Idaho Corporation;
BLUEPRINT INSTALLATIONS, LLC, a
Wyoming Corporation; ELIJAH
RODRIGUEZ, an individual; ALEN
MADATYAN, an individual; MICHAEL
PETRIELLI, an individual; GUSTAVO
PARDO, an individual; and DOES 1-10,

Defendants.

Case No. 8:24-cv-02481-AB-JDE

STIPULATED PROTECTIVE ORDER

Based on the parties' Stipulation (Dkt. 56) and for good cause shown, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. This Stipulated Protective Order ("Order") does not confer blanket protections on all disclosures or responses to discovery and the protection it affords from public disclosure and use extends only to the limited

1 information, documents, or items that are entitled to confidential treatment
2 under the applicable legal principles.

3 This Stipulated Protective Order does not entitle the parties to file
4 confidential information under seal; Civil Local Rule 79-5 sets forth the
5 procedures that must be followed and the standards that will be applied when a
6 party seeks permission from the Court to file material under seal.

7 The entry of this Order does not preclude any Party from seeking a further
8 order of this Court as appropriate. Nothing herein shall be construed to affect in
9 any manner the admissibility at trial or any other court proceeding of any
10 document, testimony, or other evidence.

11 **2. GOOD CAUSE STATEMENT**

12 Good cause exists for entry of this Stipulated Protective Order because this
13 action is likely to involve private or proprietary information, confidential policies
14 and procedures, competitively sensitive business information, customer records,
15 and financial information, for which special protection from public disclosure and
16 from use for any purpose other than prosecution of this action is warranted.

17 Based on the nature of the case, the Parties anticipate that they will
18 disclose, produce, or exchange information, documents, and tangible things that
19 reflect sensitive personal, financial, and/or proprietary information, such as (i)
20 trade secrets (including financial records, business strategy, customer
21 information, logistics pricing information, algorithms, models, processes,
22 techniques, user interfaces, design patterns, application methods, application
23 architecture, database structure, and the like; (ii) business strategies and
24 negotiations that are still not public or that still derive independent economic
25 value as of the date of filing this case; (ii) financial, budgeting and/or accounting
26 information, whether or not confidential if not previously disclosed or readily
27 available to third parties; (iii) marketing studies, programs, projections, and
28 similar information to the extent non-public; and (iv) other confidential and

1 proprietary information of or concerning the parties, their respective parents,
2 subsidiaries, affiliates, employees, employers, clients, vendors, agents,
3 operations, or related entities, or third parties with whom they have had personal
4 or business relationships or engaged in business negotiations, and any of those
5 third parties' respective parents, subsidiaries, affiliates, employees, employers,
6 clients, vendors, agents, operations, or related entities.). It is important that this
7 information remain protected and not be readily available due to the dangers of
8 identity theft, the constitutional privacy rights of third parties, and protection of
9 business competition interests. The unrestricted or unprotected disclosure of
10 such private, financial, and/or business information would result in prejudice or
11 harm to the Producing Party and/or third parties by revealing their information,
12 which could result in identity theft, loss of business, and/or violation of federal,
13 state, and other privacy laws.

14 Accordingly, to expedite the flow of information, to facilitate the prompt
15 resolution of disputes over confidentiality of discovery materials, to adequately
16 protect information the Parties are entitled to keep confidential, to ensure that
17 the Parties are permitted reasonable necessary uses of such material in
18 preparation for and in the conduct of trial, to address their handling at the end of
19 the litigation, and serve the ends of justice, a protective order for such
20 information is justified in this matter. It is the intent of the Parties that
21 information will not be designated as confidential for tactical reasons and that
22 nothing be so designated without a good faith belief that it has been maintained
23 in a confidential, non-public manner, and there is good cause why it should not be
24 part of the public record of this case.

25 3. DEFINITIONS

26 3.1. Action: Core Health & Fitness, LLC v. Transmedik Specialized Inc., et al.,
27 **Case No.: 8:24-cv-02481 AB (JDEx).**
28

1 3.2. Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 3.3. "CONFIDENTIAL" Material: information (regardless of how it is
4 generated, stored, or maintained) or tangible things that consist of or contain
5 confidential or sensitive non-public information, including, but not limited to,
6 financial, planning, personal, or commercial information, as such terms are used
7 in Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure and any applicable case
8 law interpreting Rule 26(c)(1)(G). "CONFIDENTIAL" Material also includes
9 information that a party is required to maintain as confidential under the terms of
10 an agreement, any applicable law, or any other understanding.

11 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
12 their support staff).

13 3.5 Designating Party: a Party or Non-Party that designates as
14 "CONFIDENTIAL" information or items that it produces in disclosures or in
15 responses to discovery.
16

17 3.6. Disclosure or Discovery Material: all items or information, regardless of
18 the medium or manner in which it is generated, stored, or maintained (including,
19 among other things, testimony, transcripts, and tangible things), that are
20 exchanged, produced, or generated in disclosures or responses to discovery in
21 this matter.

22 3.7. Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its Counsel to serve
24 as an expert witness or as a consultant in this Action, whether or not testifying.

25 3.8. In-House Counsel: attorneys who are employees of a party to this
26 Action and their support staff. In-House Counsel does not include Outside Counsel
27 of Record or any other outside counsel.
28

1 3.9. Non-Party: any natural person, partnership, corporation, association,
2 or other legal entity not named as a Party to this action.

3 3.10. Outside Counsel of Record: attorneys who are not employees of a
4 party to this Action but are retained to represent or advise a Party to this Action
5 and have appeared in this Action on behalf of that Party or are affiliated with a
6 law firm which has appeared on behalf of that Party, and includes support staff.

7 3.11. Party: any party to this Action, including all of its officers, directors,
8 employees, consultants, retained experts, and Outside Counsel of Record (and
9 supporting attorneys and staff).

10 3.12. Producing Party: a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 3.13. Professional Vendors: persons or entities that provide litigation
13 support services (e.g., photocopying, videotaping, translating, preparing
14 deposition transcripts, preparing exhibits or demonstrations, and organizing,
15 storing, or retrieving data in any form or medium) and their employees and
16 subcontractors.

17 3.14. Protected Material: any Disclosure or Discovery Material that is
18 designated as "CONFIDENTIAL," as defined in section 3.3.

19 3.15. Receiving Party: a Party that receives Disclosure or Discovery Material
20 from a Producing Party.

21 4. SCOPE

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or
25 compilations of Protected Material; and (3) any testimony, conversations, or
26 presentations by Parties or their Counsel that might reveal Protected Material.
27 However, the protections conferred by this Stipulation and Order do not cover
28 the following: (a) any information that is in the public domain at the time of

1 disclosure to a Receiving Party or becomes part of the public domain after its
2 disclosure to a Receiving Party as a result of publication not involving a violation
3 of this Order, including becoming part of the public record through trial or
4 otherwise; and (b) any information known to the Receiving Party prior to the
5 disclosure or obtained by the Receiving Party after the disclosure from a source
6 who obtained the information lawfully and under no obligation of confidentiality
7 to the Designating Party.

8 Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Order does not govern the use of Protected Material at trial.

10 5. DURATION

11 Even after Final Disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final Disposition shall be
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
15 and (2) final judgment herein after the completion and exhaustion of all appeals,
16 rehearings, remands, trials, or reviews of this Action, including the time limits for
17 filing any motions or applications for extension of time pursuant to applicable
18 law.

19 Within sixty (60) days of Final Disposition of this Action, each Receiving
20 Party must return all Protected Material to the Producing Party or destroy such
21 material. As used in this subdivision, "all Protected Material" includes all copies,
22 abstracts, compilations, summaries, and any other format reproducing or
23 capturing any of the Protected Material. Whether the Protected Material is
24 returned or destroyed, the Receiving Party must submit a written certification to
25 the Producing Party (and, if not the same person or entity, to the Designating
26 Party) by the 60-day deadline that (1) identifies (by category or Bates number,
27 where appropriate) all the Protected Material that was returned or destroyed and
28 (2) affirms that the Receiving Party has not retained any copies, abstracts,

1 compilations, summaries, or any other format reproducing or capturing any of the
2 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
3 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
4 transcripts, legal memoranda, deposition and trial exhibits, expert reports, and
5 attorney work product, even if such materials contain Protected Material. Any
6 such archival copies that contain or constitute Protected Material remain subject
7 to this Order.

8 6. DESIGNATING PROTECTED MATERIAL

9 6.1. Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection
11 under this Order must take care to limit any such designation to specific material
12 that qualifies under the appropriate standards. Where reasonably practicable, the
13 Designating Party must designate for protection only those parts of material,
14 documents, items, or oral or written communications that qualify so that other
15 portions of the material, documents, items, or communications for which
16 protection is not warranted are not swept unjustifiably within the ambit of this
17 Order.

18 If it comes to a Designating Party's attention that information or items that
19 it designated for protection do not qualify for protection, that Designating Party
20 must promptly notify all other Parties that it is withdrawing the inapplicable
21 designation.

22 6.2. Manner and Timing of Designations. Any Producing Party, or Non-Party
23 recipient of a discovery request/subpoena, may designate Disclosure or Discovery
24 Material as "Confidential" under the terms of this Order if the Producing Party in
25 good faith reasonably believes that such Discovery Material contains non-public,
26 confidential, personal, proprietary or commercially sensitive information that
27 requires protections provided in this Order. Except as otherwise provided in this
28 Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material

1 that qualifies for protection under this Order must be clearly so designated before
2 or when the material is disclosed or produced, as follows:

- 3 a) For information in documentary form (e.g., paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial
5 or trial proceedings), the Producing Party will affix at a minimum, the
6 words "CONFIDENTIAL" to each page that contains Protected
7 Material. If only a portion or portions of the material on a page
8 qualifies for protection, to the extent reasonably practicable, the
9 Producing Party will identify the protected portion(s) (e.g., by making
10 appropriate markings in the margins).
- 11 b) For original documents that are made available for inspection, the
12 Discovery Material need not be designated for protection until after
13 the inspecting Party has indicated which documents it would like
14 copied and produced. During the inspection and before the
15 designation, all of the material made available for inspection shall be
16 deemed "CONFIDENTIAL." After the inspecting Party has identified
17 the documents it wants copied and produced, the Producing Party
18 must determine which documents, or portions thereof, qualify for
19 protection under this Order. Then, before producing the specified
20 documents, the Producing Party must affix the words
21 "CONFIDENTIAL" to each page that contains Protected Material. If
22 only a portion or portions of the material on a page qualifies for
23 protection, to the extent reasonably practicable, the Producing Party
24 will identify the protected portion(s) (e.g., by making appropriate
25 markings in the margins).
- 26 c) Specific deposition testimony may be designated as "CONFIDENTIAL"
27 either on the record during the deposition or by identifying the page
28 and line(s) of testimony for which it seeks protection within thirty

(30) days after receipt of the written transcript by the Designating Party. Until that time, and unless otherwise indicated in writing or on the record, all deposition testimony shall be treated as “CONFIDENTIAL” to permit Counsel for the Party deposed an opportunity to designate the deposition testimony as Protected Material. If designation is made during the 30-day period after receipt of the transcript, all parties in possession of the transcript at the time of receiving the designation or thereafter shall place the label “CONFIDENTIAL” on the front cover of the transcript, on each or all of the exhibits and/or pages so designated, and on each copy thereof upon notice that the confidential designation has been made. In the event that a Party needs to file a deposition transcript with the Court prior to the expiration of the 30-day period set forth above, that entire transcript shall be treated as if it had been designated as Protected Material. The court reporter shall operate in a manner consistent with this Order and shall separately label the confidential portions of the deposition transcript, including documents and other exhibits containing confidential information. If a Party or Non-Party desires to protect or use confidential information at trial, the issue should be addressed during the pre-trial conference.

- d) For information produced in some form other than documentary and for any other tangible items, the Producing Party shall affix in a prominent place on the exterior of the container or containers in which the information is stored the words “CONFIDENTIAL.” For protected information produced in native format (such as an Excel spreadsheet), the Producing Party shall include “CONFIDENTIAL” in the file name. If only a portion or portions of the information

warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

6.3. Inadvertent Failures to Designate. An inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material, and may be remedied by supplemental written notice upon discovery of the disclosure. Upon correction of a designation, the Receiving Party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this Order.

7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

7.2. Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq. by serving a written letter giving notice to the Designating Party of each designation being challenged, including the Bates numbers where the challenged designations appear, and describing the basis for each challenge. The written notice must indicate that the challenge to confidentiality is being made pursuant to this Protective Order and must otherwise comply with Local Rule 37-1.

7.3. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

8. ACCESS TO AND USE OF PROTECTED MATERIAL

8.1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this

1 Action only for prosecuting, defending, or attempting to settle this Action. Such
2 Protected Material may be disclosed only to the categories of persons and under
3 the conditions described in this Order, including section 8.2. When the Action has
4 been terminated, a Receiving Party must comply with the provisions of section 5
5 above.

6 Protected Material must be stored and maintained by a Receiving Party at a
7 location and in a secure manner that ensures that access is limited to the persons
8 authorized under this Order.

9 8.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
10 ordered by the Court or permitted in writing by the Designating Party, a Receiving
11 Party may disclose any information or item designated "CONFIDENTIAL" only to:

- 12 a) the Receiving Party's Outside Counsel of Record in this Action, as well
13 as employees of said Outside Counsel of Record to whom it is
14 reasonably necessary to disclose the information for this Action;
- 15 b) the officers, directors, and employees (including In-House Counsel) of
16 the Receiving Party to whom disclosure is reasonably necessary for
17 this Action;
- 18 c) Experts (as defined in this Order) of the Receiving Party to whom
19 disclosure is reasonably necessary for this Action and who have
20 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
21 A);
- 22 d) the Court and its personnel;
- 23 e) court reporters and their staff;
- 24 f) professional jury or trial consultants and mock jurors to whom
25 disclosure is reasonably necessary for this Action and who've signed
26 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 27 g) Professional Vendors, provided that Counsel retaining them instructs
28 them not to disclose any confidential material to third parties and to

1 immediately return or destroy all originals and copies of any
2 confidential material as appropriate;

3 h) the author or recipient of a document containing the information or
4 a custodian or other person who otherwise possessed or knew the
5 information;

6 i) present or former employees of the Producing Party in connection
7 with their depositions in this action (provided that no former
8 employees shall be shown documents prepared before the start of
9 their employment with the Producing Party or after the date of their
10 departure);

11 j) during their depositions, witnesses, and attorneys for witnesses, in
12 the Action to whom disclosure is reasonably necessary, which
13 witness shall be instructed respecting the confidentiality obligations
14 in here if applicable. Pages of transcribed deposition testimony or
15 exhibits to depositions that reveal Protected Material shall be
16 separately bound by the court reporter and shall not be disclosed to
17 anyone except as permitted under this Stipulated Protective Order;
18 and

19 k) any mediator or settlement officer, and their supporting personnel,
20 mutually agreed upon by any of the Parties engaged in settlement
21 discussions.

22 Under this Section, any vendor, expert witness, or other person engaged
23 directly by a law firm for the parties or offered by the parties shall be under said
24 law firm's binding by this Order absent having signed a copy of Exhibit A.

25 8.3. Own Documents. Nothing herein shall affect or restrict the rights of any
26 Party with respect to its own documents or to the information obtained or
27 developed independently of documents, transcripts, and materials afforded
28 confidential treatment pursuant to this Order.

1 8.4. Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of
4 the specific Protected Material at issue. Before a Party files Protected Material or
5 makes a filing that discusses or references the content, subject matter, or nature
6 of Protected Material designated as such by the other Party, the filing Party shall
7 confer with the Designating Party in accordance with Civil Local Rule 79-5.2.2(b).

8 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
9 LITIGATION OR INVESTIGATIONS

10 If a Party is served with a document request, a subpoena, or a court order
11 issued in other litigation or an investigation by any federal, state, or local
12 government agency, department, or other entity that compels disclosure of any
13 information or items designated by another Party in this Action as
14 “CONFIDENTIAL,” the served Party must:

- 15 a) promptly notify in writing the Designating Party. Such notification
16 shall include a copy of the document request, subpoena, or court
17 order;
18 b) promptly notify in writing the party who caused the subpoena or
19 order to issue in the other litigation that some or all of the material
20 covered by the subpoena or order is subject to this Stipulated
21 Protective Order. Such notification shall include a copy of this
22 Stipulated Protective Order; and
23 c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be
25 affected.

26 If the Designating Party timely seeks a protective order, the Party served
27 with the subpoena or court order shall not produce any information designated in
28 this action as “CONFIDENTIAL” before a determination by the court from which

1 the subpoena or order issued, unless the Party has obtained the Designating
2 Party's permission. The Designating Party shall bear the burden and expense of
3 seeking protection in that court of its confidential material and nothing in these
4 provisions should be construed as authorizing or encouraging a Receiving Party in
5 this Action to disobey a lawful directive from another court.

6 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
7 ACTION

8 a) The terms of this Order are applicable to information produced by a
9 Non-Party in this Action and designated as "CONFIDENTIAL." Such
10 information produced by Non-Parties in connection with this Action
11 is protected by the remedies and relief provided by this Order.
12 Nothing in these provisions should be construed as prohibiting a
13 Non-Party from seeking additional protections.

14 b) In the event that a Party is required, by a discovery request, to
15 produce a Non-Party's confidential information in its possession, and
16 the Party is subject to an agreement with the Non-Party not to
17 produce the Non-Party's confidential information, then the Party
18 shall:

- 19 i. promptly notify in writing the Requesting Party and the
20 Non-Party that some or all of the information requested
21 is subject to confidentiality agreement with a Non-Party;
22 ii. promptly provide the Non-Party with a copy of the
23 Stipulated Protective Order in this Action, the relevant
24 discovery request(s), and a reasonably specific
25 description of the information requested; and
26 iii. make the information requested available for inspection
27 by the Non-Party, if requested.
28

1 c) If the Non-Party fails to seek a protective order from this Court
2 within fourteen (14) days of receiving the notice and accompanying
3 information, the Receiving Party may produce the Non-Party's
4 confidential information responsive to the discovery request. If the
5 Non-Party timely seeks a protective order, the Receiving Party shall
6 not produce any information in its possession or control that is
7 subject to the confidentiality agreement with the Non-Party before a
8 determination by the Court. Absent a court order to the contrary, the
9 Non-Party shall bear the burden and expense of seeking protection in
10 this Court of its Protected Material.

11 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

12 If a Receiving Party learns that, by inadvertence or otherwise, it has
13 disclosed Protected Material to any person or in any circumstance not authorized
14 under this Stipulated Protective Order, the Receiving Party must immediately: (a)
15 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
16 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
17 inform the person or persons to whom unauthorized disclosures were made of all
18 the terms of this Order, and (d) request such person or persons to execute the
19 "Acknowledgment and Agreement to Be Bound" attached hereto as Exhibit A.

20 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
21 MATERIAL

22 When a Producing Party gives notice to a Receiving Party that certain
23 inadvertently produced material is subject to a claim of privilege or other
24 protection (including the attorney-client privilege and work-product doctrine), the
25 obligations of the Receiving Party are those set forth in Federal Rule of Civil
26 Procedure 26(b)(5)(B). Pursuant to Fed. R. Evid. 502(d), the production of a
27 privileged, work-product-protected, or otherwise protected document, whether
28 inadvertent or otherwise, is not a waiver of privilege or protection from discovery

1 in this case or in any other federal, state, or regulatory proceeding. If possible, the
2 Producing Party must substitute the inadvertently produced document with one
3 that redacts the information subject to the claimed protections. The Parties must
4 confer in a good faith attempt to resolve any disputes subject to this section
5 before seeking court intervention. The Parties agree to the entry of a non-waiver
6 order under Fed. R. Evid. 502(d) as set forth herein.

7 13. MISCELLANEOUS

8 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 13.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Stipulated Protective Order, no Party waives any right it otherwise
12 would have to object to disclosing or producing any information or
13 item on any ground not addressed in this Stipulated Protective Order.
14 Similarly, no Party waives any right to object on any ground to use in
15 evidence of any of the material covered by this Stipulated Protective
16 Order.

17 14. VIOLATIONS. Any violation of this Order may be punished by any and all
18 appropriate measures including, without limitation, contempt proceedings, and/or
19 monetary sanctions.

20 IT IS SO ORDERED.

21 Dated: July 3, 2025

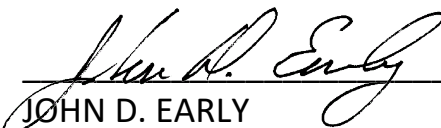
22 
23 JOHN D. EARLY
24 United States Magistrate Judge
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
[print or type full address], have read and understand the Stipulated Protective
Order that was issued in this Action by the United States District Court for the
Central District of California. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order. In compliance with this Order, I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the sole purpose of interpretation
and enforcement of the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this Action.

I declare under penalty of perjury under the laws of the United States
that the foregoing is true and correct.

Signed this ____ day of _____, 20____, at

_____ [insert city and state where sworn and signed].

Signature: _____